

**THE UNITED STATES OF AMERICA AND THE REPUBLIC OF GHANA CONSULTATIVE
COMMITTEE ON AGRICULTURE AND RURAL DEVELOPMENT (CCARD)
TERMS OF REFERENCE**

PREAMBLE

During the State visit of H.E. President J.J. Rawlings of the Republic of Ghana to the United States of America in February 1999, the Ghanaian Delegation had discussions with the United States Department of Agriculture (USDA) on the type of assistance USDA could offer the Republic of Ghana to develop its agriculture. The discussions led to identification of a number of broad areas where such assistance could be offered. The Ghanaian Mission in the United States of America and the Ghanaian Ministry of Food and Agriculture (MOFA) have since continued to explore, jointly with USDA, the development of a framework which will enable USDA to provide Ghana with the assistance being sought.

The Government of the Republic of Ghana through MOFA and the Government of the United States of America through USDA, hereby establish the Consultative Committee on Agriculture and Rural Development (CCARD). The purpose of these direct bilateral relations is to provide continuous and consistent high-level engagement between MOFA and USDA to strengthen agricultural and rural development bilateral relations through carefully articulated articles of cooperation and coordination.

The following Terms of Reference of the CCARD are established in furtherance of cooperation and coordination in the United States' and the Republic of Ghana's mutual interests in agriculture.

**ARTICLE I
OBJECTIVES**

1. The purpose of the CCARD is to provide a high-level forum to strengthen agricultural bilateral relations between the United States of America and the Republic of Ghana and to facilitate discussion and cooperation on agricultural programmes, projects, and exchanges between the two countries in, but not limited to, the areas of natural resource conservation and management; agricultural technology development for income generation; institutional development and capacity building; agricultural trade and market access, investment, and development; regulation and safety of food products; food and nutrition; trade information, extension and research.
2. The activities of the CCARD are intended to result in mutual benefits to Ghana and the United States through bilateral cooperation.
3. The CCARD may encourage and facilitate the development of direct contacts and cooperation between private entities, universities, research centers, institutes, government agencies, and other entities throughout the United States and Ghana.

ARTICLE 11
CHAIRMANSHIP AND COMPOSITION

1. The United States Secretary of Agriculture and the Ghana Minister for Food and Agriculture (hereinafter referred to as "Co-Chairs") will co-chair the CCARD.
2. The CCARD will consist of the Co-Chairs and such other individuals as each Co-Chair may, from time to time, respectively appoint as members. The members may include representatives from other ministries and government agencies. Each Co-Chair will keep the other informed of the CCARD membership.
3. The Foreign Agricultural Service (FAS) Administrator will serve as the Co-Vice Chair for the United States. The Chief Director of MOFA will serve as the Co-Vice Chair for the Republic of Ghana. The Co-Vice Chair will act in the capacity of the Co-Chair in the absence of the Co-Chair.
4. Each Co-Chair will designate a point of contact for all communications and for organizing administrative staff support for the CCARD.

ARTICLE III
MEETINGS OF THE CCARD

1. The CCARD will endeavor to meet no less than twice yearly.
2. The Co-Chairs will establish the date, location, time, procedure, and agenda of meetings. The Co-Chair resident in the country, which is the venue for a meeting, will conduct that meeting.
3. The CCARD may conduct meetings through mutually acceptable methods of communication when practical. The Co-Chairs will mutually decide who will conduct any such meeting.
4. All recommendations or decisions of the CCARD will be subject to the concurrence of the Co-Chairs.
5. The point of contact in the country which is the venue for a meeting will be responsible for providing adequate administrative support for that meeting.

ARTICLE IV
WORKING GROUPS

- I The Co-Chairs may, subject to any applicable legislation, agree to establish working groups to address particular issues or to facilitate direct contacts in particular fields of mutual interest. The working groups may include representatives from the private sector, non-governmental organizations, and community-based organizations.
2. Working groups may meet independently of the CCARD.
3. Working groups are expected to report to the CCARD as the latter may decide.
4. Working groups may be discontinued by either Co-Chair upon written notification to the other Co-Chair.

ARTICLE V
LIMITATIONS

1. The functions and activities of the CCARD and any working group are subject to the mutual concurrence of the Co-Chairs and to the availability of funds and personnel for each country.
2. This is a bilateral arrangement. These Terms of Reference are not intended to create any commitments that are binding under any provision of international or domestic law.

ARTICLE VI
MODIFICATION AND TERMINATION

These Terms of Reference may be modified in writing, as may be mutually agreed, and may be terminated at any time by either such authority effective upon receipt of written notice by the other party from the terminating party.

For the United States
Department of Agriculture

For the Republic of Ghana
Ministry of Food and Agriculture

Daniel Glickman
Secretary of Agriculture

J.H. Owusu-Acheampong, MP
Minister of Food and Agriculture

Date

Date

**U.S.-GHANA CONSULTATIVE COMMITTEE
ON AGRICULTURE AND RURAL DEVELOPMENT (CCARD)
WORKING GROUP: MARKET ACCESS**

TERMS OF REFERENCE

PREAMBLE

- I A Market Access Working Group (MA/WG) will be established under the U.S.-Ghana Consultative Committee on Agriculture and Rural Development (CCARD) to provide a forum for discussions on market access issues and not necessarily to negotiate specific bilateral trade issues.
2. The MA/WG will in its discussions have regard for the different economic and developmental levels of the two countries and the structural differences of their agricultural sectors.
3. The MA/WG will recognize the commitment of each country as signatories to the World Trade Organization (WTO), Agreement on Agriculture, and the Agreement on Sanitary and Phytosanitary issues (SPS-Agreement).
4. The MA/WG will recognize and collaborate with other Working Groups under the CCARD.

ARTICLE 1: OBJECTIVES

1. To improve the knowledge of all relevant parties in government and the private sector, including non-governmental organizations, on marketing related issues which affect both countries, including:
 - Existing tariff structures and arrangements; The implications of regional bilateral and multilateral arrangements;
 - International trade agreement and commitments (WTO); National programmes/agencies
 - related/affecting international trade (promotion, subsidization or any government assistance); The parastatal organizations and their impact on trade; The activities and objectives on
 - non-government organizations (NGOs) operating internationally and their operations related to
 - commodity groups and the promotion of trade; and Food safety, Risk Assessment and Risk Management
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2. To identify and address aspects which impede trade, including:
 - Institutional and general marketing arrangements;
 - Economic and Financial arrangements;
 - Tariff escalation; and
 - Any other non-tariff trade barriers
3. To facilitate market research of mutual interest.
4. To investigate and facilitate affiliation between trade related organizations and institutions in order to improve communication, transparency and the flow of trade information.
5. To facilitate the formation of joint ventures leading to enhanced market access.
6. To identify training needs, requirements, and opportunities.

ARTICLE 2: MIEMBERSHIP

The MA/WG will consist of co-conveners nominated by the U.S.-Ghana CCARD and such persons that each co-convener may respectively appoint as members of the MA/WG, including representatives from other departments, government agencies, the private sector and NGO's. Each co-convener will keep the other informed as to the MA/WG membership.

2. Each co-convener may appoint a co-vice convener to act in his/her capacity as co-convener.
3. Each co-convener will designate a point of contact on its respective side for all communications and to organize administrative staff support for the CCARD.
4. The co-conveners may establish ad hoc working groups to address specific issues within the scope of these Terms of Reference. These members may include non-working group representatives

ARTICLE 3: MEETINGS OF THE WORKING GROUP

The co-conveners will mutually establish the date, location, time, procedure, and agenda of meetings. The co-convener resident in the country, which is the venue for a meeting, will conduct that meeting.

2. The MA/WG may use various methods of communication when practical. The co-conveners will mutually decide who will conduct any such meeting.
3. All recommendations or decisions of the MAIWG must have the concurrence of the co-conveners. The co-conveners will report to the CCARD and monitor progress on all recommendations.
4. The point of contact in the country, which is the venue for a meeting, will be responsible for providing adequate administrative support for that meeting.
5. Each country will be responsible for the expenses of its own officials incurred for the attendance and arrangement of meetings of the NL4/WG.

ARTICLE 4: REPORT OF PROCEEDINGS

The co-conveners will mutually agree on the frequency and format of progress reports to be submitted to the U.S.-Ghana CCARD.

ARTICLE 5: LIMITATIONS

1. The functions and activities of the NIA/WG will be subject to the availability of funds and personnel.
2. This is a bilateral arrangement, therefore, these Terms of Reference are not intended to create communications that are binding under international law.

ARTICLE 6: MODIFICATION AND TERMINATION

These Terms of Reference may be modified in writing by the two parties, and may be terminated at any reasonable time by either party upon written notice to the other and with the approval of the U.S.-Ghana CCARD.

For the United States

For the Republic of Ghana

Department of Agriculture

Ministry of Food and Agriculture

Timothy J. Galvin

Samuel K. Dapaah

Administrator

Chief Director

Foreign Agricultural Service

Ministry of Food and Agriculture

Date

Date

**U.S.-GHANA CONSULTATIVE COMMITTEE
ON AGRICULTURE AND RURAL DEVELOPMENT (CCARD)
WORKING GROUP: INSTITUTIONAL, HUMAN RESOURCES AND
RURALDEVELOPMENT**

TERMS OF REFERENCE

PREAMBLE

- I An Institutional, Human Resources and Rural Development Working Group (IFIRRD/WG) will be established under the U.S.-Ghana Consultative Committee on Agriculture and Rural Development (CCARD) to facilitate discussions and cooperation on Institutional, Human Resources and Rural Development.
2. The IHRRD/WG will in its discussions have regard to the different economic and development levels of the two countries and structural differences of their agricultural sectors.
3. The IHRRD/WG will recognize and collaborate with other Working Groups under the U.S.-Ghana CCARD.

ARTICLE 1: OBJECTIVES

The overall goal of the IHRDIWG is to increase the profitability of farms in Ghana through human and institutional capacity development. The impact of achieving this goal is to enhance economic stability in Ghana, strengthen the security of the Ghanaian food supply and to raise the stature of Ghanaian agriculture as a partner in trade to the U.S. and other nations. To this end, the IHRRD/WG establishes the following objectives for its work:

- I. To strengthen the system of farmer owned and controlled cooperatives and associations by improving their capacity to market farmers' products, add value to farmers' products, and by doing so, increase the income of all Ghanaian farms.
2. To strengthen the capacity of Ghanaian educational, research and extension systems to provide farmers with appropriate knowledge and technology on agricultural production, effective marketing practices, and cooperative operations.
3. To enhance the rural infrastructure in Ghana to support more effective promotion and marketing of farm products through increasing the design, planning and decision making capacities of public and private institutions.

ARTICLE 2: MEMBERSHIP

1. The IHRRDIWG will consist of co-conveners nominated by the U.S.-Ghana CCARD and such persons that each co-convener may respectively appoint as members of the IHRRDIWG, including representatives from other departments, government agencies, the private sector and NGOs. Each co-convener will keep the other informed as to the IHRRD/WG membership.
2. Each co-convener may appoint a co-vice convener to act in his/her capacity as co-convener.
3. Each co-convener will designate a point of contact on its respective side for all communications and to organize administrative staff support for the CCARD.
4. The co-conveners may establish ad hoc working groups to address specific issues within the scope of these Terms of Reference. These members may include non-working group, representatives.

ARTICLE 3: MEETINGS OF THE WORKING GROUP

- I. The co-conveners will mutually establish the date, location, time, procedure, and agenda of meetings. The co-convener resident in the country, which is the venue for a meeting, will conduct that meeting.
2. The IHRRD/WG may use various methods of communication when practical. The co-conveners will mutually decide who will conduct any such meeting.
3. All recommendations or decisions of the IHRRD/WG must have the concurrence of the co-conveners. The co-conveners will report to the CCARD and monitor progress on all recommendations.
4. The point of contact in the country, which is the venue for a meeting, will be responsible for providing adequate administrative support for that meeting.
5. Each country will be responsible for the expenses of its own officials incurred for the attendance and arrangement of meetings of the IHRRD/WG.

ARTICLE 4: REPORT OF PROCEEDINGS

The co-conveners will mutually agree on the frequency and format of progress reports to be submitted to the U.S.-Ghana CCARD.

ARTICLE 5: LIMITATIONS

- I. The functions and activities of the IHRRD/WG will be subject to the availability of funds and personnel.
2. This is a bilateral arrangement, therefore, these Terms of Reference are not intended to create communications that are binding under international law.

ARTICLE 6: MODIFICATION AND TERMINATION

These Terms of Reference may be modified in writing by the two parties, and may be terminated at any reasonable time by either party upon written notice to the other and with the approval of the U.S.-Ghana CCARD.

For the United States

Department of Agriculture

Wilbur T. Peer

Acting Administrator

Rural Business Cooperative Services

Date

For the Republic of Ghana

Ministry of Food and Agriculture

S korang--Am-oak-oh

Supervising Technical Director

Ministry of Food and Agriculture

Date

**U.S.-GHANA CONSULTATIVE COMMITTEE
ON AGRICULTURE AND RURAL DEVELOPMENT (CCARD)
WORKING GROUP: NATURAL RESOURCES MANAGEMENT**

TERMS OF REFERENCE

PREAMBLE

A Natural Resources Management Working Group (NRM/WG) will be established under the U.S.-Ghana Consultative Committee on Agriculture and Rural Development (CCARD) to provide a forum for discussions on natural resources issues.

2. The vision of the NRM/WG is to ensure effective natural resources management for sustainable rural development.
3. The NRM/WG will recognize and collaborate with other Working Groups under the CCARD.

ARTICLE 1: OBJECTIVES

1. The NRM/WG will identify, initiate and support mutually agreed activities in resource utilization, management and conservation, in the rural sector. The following areas of concern will be addressed:
 - Information, monitoring and audit systems; Combating desertification; Promoting conservation ethics; Sustainable natural agricultural resource utilization;
 - Technology development; Research; Biotechnology;
 - Dryland farming and irrigation; Land use planning;
 - Environmental impact assessment; and Conservation biodiversity
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2. The above objectives will be achieved through the exchange of technical expertise, the identification of and participation in collaborative research to enhance sustainable use of agricultural natural resources, and the development of programmes to enhance/develop capacity of agricultural scientists and of rural communities in resource conservation and sustainable resource utilization.
3. Specific agreed upon activities will be described in Activity Implementation Plans (AIPs) that will include a plan of work, roles and responsibilities, timing, costs and other considerations and concurred in by both parties. These will include programmes to utilize the broad aggregate capacity of U.S. agencies in such fields as: Natural resource inventory; Watershed planning and management; Soil erosion prediction and prevention; Community conservation initiatives;
 - Farm water management; Water harvesting;
 - Use of the Geographic Information System (GIS) in soil and water conservation; and
 - Improved production and management of plant and animal systems

ARTICLE 2: MEMBERSHIP

1. The NRMfWG will consist of co-conveners nominated by the U.S.-Ghana CCARD and such persons that each co-convener may respectively appoint as members of the NRMfWG, including representatives from other ministries, departments, agencies (including research institutions and universities), the private sector and NGOs. Each co-convener will keep the other informed as to the NRMfWG membership.
2. Each co-convener may appoint a co-vice convener to act in his/her capacity as co-convener.
3. Each co-convener will designate a point of contact on its respective side for all communications and to organize administrative staff support for the CCARD.
4. The co-conveners may establish ad hoc working groups to address specific issues within the scope of these Terms of Reference. These members may include non-working group representatives.

ARTICLE 3: MEETINGS OF THE WORKING GROUP

- I. The co-conveners will mutually establish the date, location, time, procedure, and agenda of meetings. The co-convener resident in the country, which is the venue for a meeting, will conduct that meeting.
2. The NRMfWG may use various methods of communication when practical. The co-conveners will mutually decide who will conduct any such meeting.
3. All recommendations or decisions of the NRM/WG must have the concurrence of the co-conveners. The co-conveners will report to the CCARD and monitor progress on all recommendations.
4. The point of contact in the country, which is the venue for a meeting, will be responsible for providing adequate administrative support for that meeting.
5. Each country will be responsible for the expenses of its own officials incurred for the attendance and arrangement of meetings of the NRMfWG.

ARTICLE 4: REPORT OF PROCEEDINGS

The co-conveners will mutually agree on the frequency and format of progress reports to be submitted to the U.S.-Ghana CCARD.

ARTICLE 5: LIMITATIONS

- I. The functions and activities of the NRM/WG will be subject to the availability of funds and personnel.
2. This is a bilateral arrangement, therefore, these Terms of Reference are not intended to create communications that are binding under international law.

ARTICLE 6: MODIFICATION AND TERMINATION

These Terms of Reference may be modified in writing by the two parties, and may be terminated at any reasonable time by either party upon written notice to the other and with the approval of the U.S.-Ghana CCARD.

For the United States

For the Republic of Ghana

Department of Agriculture

Ministry of Food and Agriculture

Pearlie Reed

Yr.-Fr a 6c lis 11/11

Chief

Director

Natural Resources Conservation Service

Crop Services

Date

Date